IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2849 OF 2006

M/s.Sidhivinayak Enterprises..... ... ... Petitioner
V/s
M/s.Sai Enterprises & Ors.... ... ... Respondents.

Office Notes, Office Memoranda of Coram, appearances Court's orders or directions and Registrar's orders.	))))	Court's or Judge's Orders

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Mr.S.B.Shetye, Adv. For the petitioner.

Mr.R.D.Rane, Govt. Pleader for Respondent No.3.

Mr.Y.S.Jahagirdar, Sr. Counsel with Mr.G.S. Godbole and Mr.N.Muley for respondent No.1.

Mr.N.V.Walawalkar, Sr.Adv. With S.Prabhu for respondent NO.2.

CORAM: V.G. PALSHIKAR
AND
V.R.KINGAONKAR, JJ.

03.05.2006.

PC:

By this petition the petitioner has impugned the action of respondent-Corporation in awarding the tender for octroi collection to respondent NO.1. The contention is that the grant of extension of time to furnish bank guarantee as stipulated

by conditions of grant of tender is void as there is no such power in the Commissioner of Corporation to extend such time.

2. It is also contended that several other conditions imposed by the Corporation for ward of contracts and tenders etc. are also violated. The deposit of bank guarantee is not proper. All these contentions are obviously contractual dispute and the Supreme Court of India has unequivocally laid down in the case of ***National Highways Authority of India*** V/s ***Ganga Enterprises & Anr.***, (2003) 7 SCC 410 that for solving such contractual dispute writ is not tenable. Hence petition dismissed.

3.5.06